

EXHIBIT A

PROPOSED ORDER

**UNITED STATES BANKRUPTCY COURT
SOUTHERN DISTRICT OF NEW YORK**

In re:	§	
	§	Chapter 11
	§	
CELSIUS NETWORK LLC, <i>et al.</i> ,	§	Case No. 22-10964 (MG)
	§	
Post-Effective Date Debtors. ¹	§	
	§	

**ORDER GRANTING LITIGATION ADMINISTRATOR’S
MOTION TO ENFORCE CUSTOMER PREFERENCE CLAIMS
SETTLEMENT AGREEMENTS AGAINST CERTAIN BREACHING PARTIES**

Upon the *Litigation Administrator’s Motion to Enforce Customer Preference Claims Settlement Agreements Against Certain Breaching Parties* (the “**Motion**”),² filed by Mohsin Y. Meghji, as Litigation Administrator for Celsius Network LLC and its affiliated post-effective date debtors (the “**Litigation Administrator**”), for entry of an order (the “**Order**”) enforcing the Settlement Agreements against the Breaching Parties; and upon the Ehrler Declaration and Ash Declaration; and upon any hearing regarding the Motion; and the Court finding that it has jurisdiction to consider and determine the Motion in accordance with 28 U.S.C. §§ 157 and 1334; and venue being proper before the Court pursuant to 28 U.S.C. §§ 1408 and 1409 and according to the terms of the Settlement Agreement; and the Court finding and determining that the relief requested in the Motion is in the best interest of the Litigation Administrator, creditors, and all

¹ The Debtors in these chapter 11 cases (the “**Chapter 11 Cases**”), along with the last four digits of each Debtor’s federal tax identification number, are: Celsius Network LLC (2148); Celsius KeyFi LLC (4414); Celsius Lending LLC (8417); Celsius Mining LLC (1387); Celsius Network Inc. (1219); Celsius Network Limited (8554); Celsius Networks Lending LLC (3390); Celsius US Holding LLC (7956); GK8 Ltd (1209); GK8 UK Limited (0893); and GK8 USA LLC (9450). The location of Debtor Celsius Network LLC’s principal place of business and the Debtors’ service address in these chapter 11 cases is 50 Harrison Street, Suite 209F, Hoboken, New Jersey 07030.

² Capitalized terms used but not defined herein have the meanings ascribed to them in the Motion.

parties-in-interest; and the Litigation Administrator having provided due and adequate notice of the Motion, and that no other notice being necessary; and the legal and factual bases set forth in the Motion establishing just and sufficient cause to grant the relief requested therein; and after due deliberation and sufficient cause appearing therefore, it is **HEREBY ORDERED THAT:**

1. The Motion is granted as set forth herein. Any objections or reservations of rights filed in respect of the Motion are overruled, with prejudice.

2. The Settlement Agreements between the Litigation Administrator and the Breaching Parties are valid and enforceable contracts.

3. The Breaching Parties have breached the Settlement Agreements by failing to remit payment by their respective settlement payment deadlines.

4. The Breaching Parties shall remit their outstanding settlement payment amounts to the Litigation Administrator within 30 days of the entry of this Order.

5. The Litigation Administrator may seek all available damages and remedies against any Breaching Party who does not comply with this Order or otherwise cure its breach of a Settlement Agreement.

6. This Court retains exclusive jurisdiction with respect to all matters arising from or related to the implementation, interpretation, and enforcement of this Order.

IT IS SO ORDERED.

Dated: _____, 2024
New York, New York

THE HONORABLE MARTIN GLENN
CHIEF UNITED STATES BANKRUPTCY JUDGE